

AGREEMENT
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

The Government of the United States of America and the Government of the Socialist Republic of Vietnam (hereinafter referred to as “the Parties”);

DESIROUS of advancing the wealth of knowledge useful in improving man’s well-being; and

RECOGNIZING the mutual benefits of scientific and technological cooperation;

ARTICLE I

In conformity with the existing laws and regulations of their respective countries, the Parties shall establish and implement a joint program of scientific and technological cooperation for peaceful purposes on the basis of equality and mutual benefit, and in areas of mutual interest.

ARTICLE II

With a view to facilitating scientific and technological cooperation, the Parties shall encourage, if necessary, the conclusion of implementing arrangements to carry out cooperative activities between their government agencies, under the framework of this Agreement. Such arrangements shall be concluded in accordance with the applicable laws and regulations in their respective countries.

ARTICLE III

Scientific and technological cooperation under this Agreement may include, but is not limited to, the following:

- Formulation and implementation of joint R&D programs and projects;
- Exchange of scientific and technological information in keeping with Article V of this Agreement;
- Exchange of scientists and technical experts participating in cooperative programs and

ARTICLE IV

1. Unless otherwise provided for in an implementing arrangement, each Party or participating agency shall bear the cost of its participation and that of its personnel engaged in cooperative activities under this Agreement.
2. Each Party shall conduct cooperative activities within the framework of this Agreement in accordance with its applicable laws and subject to the availability of appropriated funds.

ARTICLE V

1. Scientific and technological information of a non-proprietary nature derived from cooperative activities under this Agreement shall be made available to the world scientific community through customary channels and in accordance with normal practices.
2. The protection and disposition of intellectual property created or made use of in the course of cooperative activities under the Agreement shall be governed by Annex A entitled “Intellectual Property”, attached hereto, which constitutes an integral part of this Agreement.

ARTICLE VI

1. Each Party shall use its best efforts to facilitate, pursuant to its applicable laws and regulations, the entry into and exit from its territory of scientific and technical personnel

materials to be utilized in cooperative activities under this Agreement, as well as, personal effects of scientific and technical personnel involved.

ARTICLE VII

1. In order to help ensure optimum conditions for the implementation of this Agreement, the Parties shall establish a Joint U.S.-Vietnam Committee on Scientific and Technological Cooperation composed of an equal number of representatives designated by each Party.
2. The tasks of the Joint Committee shall be to:
 - Review and assess the progress of cooperative activities under this Agreement;
 - Define new areas of cooperation under this Agreement, and;
 - Discuss other issues as needed related to this Agreement.
3. The Joint Committee on Scientific and Technological Cooperation shall meet alternately in the United States of America and in Vietnam on mutually agreed dates.

ARTICLE VIII

This Agreement shall not affect the validity or execution of any other international agreement concluded or to be concluded by either Party.

ARTICLE IX

Any dispute concerning the interpretation or implementation of this Agreement shall be

This Agreement shall enter into force upon receipt of a written notification by each Party from the other that each has fulfilled its respective internal procedural requirements necessary to bring this Agreement into effect. This Agreement may be amended by mutual

written consent of the Parties. Any such amendment shall constitute an integral part of this Agreement and shall enter into force upon signature of both Parties.

ARTICLE XI

This Agreement shall remain in force for five years and shall be automatically extended thereafter for successive periods of five years each unless either Party notifies the other in writing of its intention to terminate this Agreement at least six months before it is due to expire.

ARTICLE XII

Either Party may terminate this Agreement at any time upon six months prior written notice to the other Party. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of any programs or activities undertaken and not fully completed at the time of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

OF AMERICA:

REPUBLIC OF VIETNAM:

ANNEX A
INTELLECTUAL PROPERTY

Pursuant to Article V of this Agreement:

Each Party, in accordance with its laws and bilateral intellectual property-related agreements concluded or to be concluded between the Parties, shall ensure adequate and effective protection of intellectual property created or furnished under cooperative activities of this Agreement. Unless otherwise agreed by the Parties, specific arrangements with regard to the scope, allocation of rights and interests, and settlement of disputes concerning intellectual property rights are provided for in this Annex.

1. SCOPE

- 1.1 The provisions of this Annex are applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed to by the Parties or their designees. Each Party or its designee reserves the right to introduce alternative allocation provisions for intellectual property rights in specific implementing arrangements for cooperative activities, subject to the agreement of the other party.
- 1.2 For purposes of this Agreement, “intellectual property” shall have the meaning found in Article 1.2. of the WTO Agreement on Trade-Related Aspects of Intellectual Property (TRIPS Agreement), 1994.
- 1.3 Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

- 2.1 Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex from its own participants through contracts or other legal means.
- 2.2 The allocation of the rights and interests concerning the intellectual property created and furnished in the course of cooperative activities between a Party and its nationals shall be determined by that Party's laws and practices.
- 2.3 Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- 2.4 Rights to all forms of intellectual property, other than those rights described in Section 2.3 above, shall be allocated as follows:
- a) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution applicable to its researchers. In addition, each visiting researcher named as an inventor shall be entitled to a portion of any royalties earned by the host institution from the licensing of such intellectual property.
 - b) For intellectual property created during joint research, for example, when the

arrangements. If research is not designated as “joint research” in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph 2.4.a above. In addition, each person named as an inventor shall be entitled to a portion of any royalties earned by either institution from the licensing of the property.

- c) Notwithstanding paragraph 2.4.b, if either Party believes that a particular project may lead to or has led to the creation of intellectual property not protected by the laws of the other party, the Parties shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party.

3. SETTLEMENT OF DISPUTES

Disputes concerning intellectual property arising in the implementation of this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX B SECURITY OBLIGATIONS

I. PROTECTION OF INFORMATION

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded to such information or equipment.

II. TECHNOLOGY TRANSFER

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.